

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 07-131**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

**ANNUAL REQUIREMENTS
FOR
COLD WATER METERS
5/8" TO 2" WITH AUTOMATED METER READING ERT MODULES
FOR
LINCOLN WATER SYSTEMS**

Sealed bids will be received by City of Lincoln, Nebraska on or before **12:00 noon Wednesday, April 25, 2007**, in the office of the Purchasing Agent, **"K" Street Complex (SW Wing), Suite 200, 440 So. 8th Street**, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Bid specification may be downloaded from the City's website at www.lincoln.ne.gov Keyword: Bid, select current year, select bid specification. Prospective submitters must monitor the bid listing for any addendums.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bid will not be considered.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

Name: _____ Title: _____

Address: _____

Phone No. _____ Fax No. _____

Email address: _____

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL,
MARK OUTSIDE OF BID ENVELOPE:
"SEALED BID FOR SPEC. 07-131"**

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE FAX

(Date)

E-MAIL ADDRESS

Bids may be inspected in the Purchasing Division during normal business hours **after** tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov
Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.

COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:

This section is optional, it will not affect bid award.

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

_____ **YES** _____ **NO** **Initial** _____

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties

**BID PROPOSAL
SPECIFICATION NO.07-131
ANNUAL REQUIREMENTS
COLD WATER METERS
5/8" TO 2" WITH AUTOMATED METER READING ERT MODULES**

BID OPENING TIME: 12:00 NOON
DATE: April 18, 2007

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers ____ through ____ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

Bid Item	Item Description	Est. Annual Quantities	Unit Price New Meter	Unit Price Trade Allowance	Net Unit Price w/ Trade	Estimated Net Annual Bid Amount
#	Sample Meter Bid	500	\$ 50.00	\$ 6.00	\$ 44.00	\$ 22,000.00
1.	5/8" x 7-1/2" meter w/Integral Itron® Model 50W ERT. Manufacturer/Model: _____	1000	\$	\$	\$	\$
2.	3/4" x 7-1/2" meter w/Integral Itron® Model 50W ERT. Manufacturer/Model: _____	3100	\$	\$	\$	\$
3.	3/4" x 9" meter w/Integral Itron® Model 50W ERT. Manufacturer/Model: _____	3750	\$	\$	\$	\$
4.	1 " meter w/Integral Itron® Model 50W ERT. Manufacturer/Model: _____	1100	\$	\$	\$	\$
5.	1-1/2" meter w/Integral Itron® Model 50W ERT. Manufacturer/Model: _____	20	\$	\$	\$	\$
6.	2" meter w/Integral Itron® Model 50W ERT. Manufacturer/Model: _____	20	\$	\$	\$	\$
7.	Itron® Model 50W Remote ERT	60	\$		\$	\$
8.	Itron® Model 50W Pit ERT	60	\$		\$	\$
Total Estimated Net Annual Bid Amount (Bid Items 1-8)						\$

**ANNUAL REQUIREMENTS
FOR
COLD WATER METERS
5/8" TO 2" WITH AUTOMATED METER READING ERT MODULES
FOR
LINCOLN WATER SYSTEMS
Specification # 07-131**

1. SCOPE

- 1.1 The Lincoln Water System intends to contract for the annual supply of various AMR water meters on an as needed basis for the Lincoln Water System.
- 1.2 The City of Lincoln is currently 75% complete towards a ten (10) year AMR replacement program using Badger Recordall® Disc Meters with Badger RTR® and Itron® Integral, Pit ERTs, and Remote ERTs.
- 1.3 The City intends to continue using the same or similar meter reading devices so that consistency and compatibility is maintained with respect to meter installations, meter programming, meter testing, meter reading and billing, and parts inventory.
- 1.4 Meters supplied by the contractor shall use Itron® Model 50W (or current acceptable Itron® model) for integral, pit, and Remote ERT modules, **no exceptions**.
- 1.5 For the purpose of establishing grade, quality, capacity, dimensions and required operating characteristics; acceptable meters supplied by the contractor shall be Badger Recordall® Disc Meters with Badger RTR.
 - 1.5.1 The City shall give every consideration to equal equipment so long as meters have the same operating characteristics, accuracy, installation method, reading capabilities, and compatibilities with reading software.
 - 1.5.2 Bidders shall fully describe all exceptions to the Technical Specifications and explain how equality to the desired meter is achieved.

2. GENERAL PROVISIONS

- 2.1 Direct all questions regarding this bid to Tom Kopplin, Assistant Purchasing Agent in writing/email to: Tom Kopplin at tkopplin@lincoln.ne.gov
- 2.2 Bids submitted on separate forms are not acceptable unless specified in the bid document.
 - 2.2.1 Failure to complete bid forms to the satisfaction of the City Purchasing Agent may result in rejection of your bid.
- 2.3 It is the responsibility of each bidder before submitting a bid to examine the documents thoroughly and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents.
 - 2.3.1 Requests for clarifications must be received no later than **NOON, April 20th, 2007**.
- 2.4 Changes to the specifications will not be allowed except by written addendum issued by the Purchasing office.
 - 2.4.1 Oral explanations or instructions given prior to award will not be binding.
- 2.5 Quantities stated herein represent an estimate for the period of time stated.
 - 2.5.1 Orders shall be placed for actual requirements as needed.
- 2.6 Bidder shall bid net costs of all goods and services requested and all bids shall include all transportation to destination and inside delivery.
 - 2.6.1 Delivery for this contract shall be made to one location:

Lincoln Water Systems
2021 N. 27th St.
Lincoln, NE.
- 2.7 The City reserves the right to award this contract in its entirety or to split the contract among bidders, whichever is in the best interest of the City.
 - 2.7.1 The City may accept any item or group of items of the bid unless qualified by specific limitation of the bidder.

3. BID AWARD AND PAYMENT

- 3.1 Bid award shall be based on the Total Estimated Net Annual Bid Amount listed on the Bid Proposal Form.
- 3.2 Only responsive, responsible bids shall be considered.
- 3.3 Estimated Bid Quantities and the Total Estimated Net Annual Bid Amount shall not be considered as a guarantee of total annual payment to the Contractor.
- 3.4 Actual payment for purchases shall reflect unit pricing without trade allowance.
- 3.5 Trade allowances shall be credited to the City of Lincoln upon receipt of used meters by the Contractor.
- 3.6 Acceptance of bid will be made upon notification to successful contractor(s) with a request to sign a contract.

4. TRADE ALLOWANCE

- 4.1 Bidder shall provide unit pricing for the trade in residual or meter allowance for scrap meters which the City will receive credit for from the Contractor.
- 4.2 It is the intent of the City of Lincoln to purchase additional water meters, water meter parts, or kindred items from the contract vendor with the credits from the trade allowance.
- 4.3 Bidder shall maintain a credit balance for the Lincoln Water System separately for purposes of administering this annual supply contract.

5. CONTRACT RENEWAL OPTION

- 5.1 The duration of this contract shall be for one (1) year with option to renew for two (2) additional, one (1) year renewal periods.
- 5.2 Term of this agreement shall be from July 1, 2007 through June 31, 2008.
 - 5.2.1 All contracts are subject to the appropriation of funds by the City.
- 5.3 The City shall notify the Contractor in writing of the intent to exercise the renewal option.
 - 5.3.1 However, failure to notify the Contractor does not waive the City's right to exercise the renewal option.
- 5.4 The contract unit prices shall remain firm for the first twelve (12) months of the contract.
 - 5.4.1 If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the Purchasing Agent no less than sixty (60) days prior to the end of the contract period and shall provide evidence to the satisfaction of the Purchasing Agent of increased costs incurred by the Contractor for any element of the bid for which an increase is requested.

6. QUALIFICATIONS OF BIDDERS

- 6.1 The bidder may be required before the award of any contract to show to the complete satisfaction of the City of Lincoln that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner.
 - 6.1.1 The bidder may also be required to give a past history and references in order to satisfy the City in regard to the bidder's qualifications.
 - 6.1.2 The City may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all information for this purpose that may be requested.
 - 6.1.3 The City reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein.
- 6.2 Evaluation of the bidder's qualifications shall include:
 - 6.2.1 The ability, capacity, skill, and financial resources to perform the work or provide the product or services required.
 - 6.2.2 The ability of the bidder to perform the work or provide the product or services within the time specified, without delay or interference.
 - 6.2.3 The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - 6.2.4 The quality of performance of previous contracts or services.

7. ASSIGNMENT

- 7.1 The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of the City.

8. WARRANTY

- 8.1 Warranties to include replacement, parts, labor, testing, or any combination thereof.
8.1.1 Replacement and reworked meters and parts replaced under the warranty program shall meet new meter accuracy and parts requirements.
- 8.2 All equipment and products supplied shall be free of defects in materials and workmanship for a period of one (1) year.
- 8.3 Additional required warranties are stated in the Technical Specifications.

9. KINDRED ITEMS

- 9.1 Kindred items included in the annual supply agreement may include Integral ERTs, registers, miscellaneous meter parts, mounting hardware and piping, field programmers, meter reading data collectors, meter installation services and other necessary equipment or services for use in the City's AMR replacement and maintenance program. *

Meets Specs		<u>Technical Specifications</u>
		10.0 Performance and Standards
Yes	No	<p>10.1 All meters shall comply with the latest revision of AWWA C700 for positive displacement type, magnetically driven, cold water meter.</p> <p>Exceptions:</p>
Yes	No	<p>10.2 Water Meters shall meet or exceed new meter accuracy standards set forth in the latest revision of AWWA Standard C700 for displacement type, magnetically driven, cold water meter.</p> <p>Exceptions:</p>
Yes	No	<p>10.3 All materials and components used in the manufacturer of the meters shall comply with all applicable AWWA standards and the Safe Drinking Water Act.</p> <p>Exceptions:</p>
Yes	No	<p>10.4 Operating principal shall be positive displacement.</p> <p>Exceptions:</p>
Yes	No	<p>10.5 Meters shall be delivered complete with integral Itron® Model 50W ERTs unless separate Model 50W pit ERTs, or Model 50W remote ERTs are requested.</p> <p>Exceptions:</p>
Yes	No	<p>10.6 All supplied Itron® ERTS shall be marked as compatible with the specific meter manufacturer offered by the Contractor.</p> <p>Exceptions:</p>
Yes	No	<p>10.7 Contractor shall provide full technical support of all Itron® ERTs.</p> <p>Exceptions:</p>
Yes	No	<p>10.8 All test results of supplied meters shall be submitted on CD ROM.</p> <p>Exceptions:</p>

Meets Specs		<u>Technical Specifications</u>
		11.0 Meters
Yes	No	<p>11.1 All meters shall be supplied with two (2) sets of bar coded labels for scanning of the water meter serial number.</p> <p>Exceptions:</p>
Yes	No	<p>11.1.1 One label shall be affixed to the case of the water meter, and the other included in the shipping container.</p> <p>Exceptions:</p>
Yes	No	<p>11.1.2 Label shall clearly show meter test results for low, medium and high flow rates.</p> <p>Exceptions:</p>
Yes	No	<p>11.2 Serial number shall be stamped on each casing.</p> <p>Exceptions:</p>
Yes	No	<p>11.3 Water meter shall be constructed of water works type cast bronze with not less than 75% copper content.</p> <p>Exceptions:</p>
Yes	No	<p>11.4 Water meter housing bottom plates shall be cast bronze.</p> <p>Exceptions:</p>
Yes	No	<p>11.5 Water meter case shall be marked with raised characters denoting meter size and direction of water flow.</p> <p>Exceptions:</p>
Yes	No	<p>11.6 Meters shall be capable of a maximum operating pressure of 150 psi without damage or leakage.</p> <p>Exceptions:</p>
		12.0 Registers

Meets Specs		<u>Technical Specifications</u>
Yes	No	12.1 Straight reading. Exceptions:
Yes	No	12.2 Permanently sealed and waterproof. Exceptions:
Yes	No	12.3 Magnetic driven. Exceptions:
Yes	No	12.4 Bayonet type mounting and removable without disruption to water meter. Exceptions:
Yes	No	12.5 Unit of measure in cubic feet. Exceptions:
Yes	No	12.6 Six read wheels with minimum 3/16" high font for numerals. Exceptions:
Yes	No	12.7 360° test circle with ten major divisions and ten minor divisions per major division. Exceptions:
Yes	No	12.8 Leak detector dial. Exceptions:
Yes	No	12.9 Tamper resistant set screw for mounting. Exceptions:
Yes	No	12.10 Sealed and moisture proof circuitry. Exceptions:

Meets Specs		<u>Technical Specifications</u>
Yes	No	12.11 Electronic register with mechanical encoder. Exceptions:
Yes	No	12.12 Electronic register with digital output encoder. Exceptions:
Yes	No	12.13 Register factory mounted unless specified by City. Exceptions:
		13.0 Warranties
Yes	No	13.1 Meter housings shall be warranted to retain structural integrity for a minimum period of thirty (30) years. Exceptions:
Yes	No	13.2 Meter registers shall be warranted to function for a minimum period of ten (10) years. Exceptions:
Yes	No	13.3 Meter remote registers shall be warranted to function for a minimum period of five (5) years. Exceptions:
Yes	No	13.4 Itron® ERTS shall be warranted separately by Itron® to function for a minimum period of ten (10) years. All warranty claims shall be made through the Contractor. Exceptions:
Yes	No	13.5 5/8" – 3/4" Meters shall be warranted to retain AWWA C700-95 reading accuracies for a minimum period of five (5) years Exceptions:

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 If bidding on a Construction Contract, the City of Lincoln's Standard Specifications for Municipal Construction 2006 shall apply.
 - 1.6.1 Bidders may obtain this document from the City's Design Engineering Division of Public Works & Utilities for a small fee.
 - 1.6.2 Said document can be reviewed at Design Engineering or the Purchasing Division.
 - 1.6.3 The Standard Conditions are available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stdspec/index.htm>

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of bids.

- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders and posted on the City-County website at lincoln.ne.gov Keyword - Bid.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Copies of addenda will be made available for inspection at the office of the Purchasing Agent and on the City-County website.
- 5.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.4 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

8. BRAND NAMES

- 8.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 8.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 9.4 If items are small and malleable, the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.

- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents must accompany the bid proposal for all items being bid:
- 11.1.1 Manufacturer's warranties and/or guarantees.
- 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the bidder until:
- 12.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 12.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 12.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 12.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggy back on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. AFFIRMATIVE ACTION

- 17.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

18. LIVING WAGE

- 18.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

19. EXECUTION OF AGREEMENT

- 19.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
- _____ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
- X b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- _____ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for no more than **two** (2) additional one (1) year renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 **Escalation/De-escalation Clause:** In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department

6. TERMINATION OF CONTRACT

- 6.1 This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The Owner may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the Owner may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.